

## **The complaint**

Mrs K complains Royal & Sun Alliance Insurance Limited (“RSA”) hasn’t handled a claim against a buildings insurance policy fairly.

## **What happened**

The details of this complaint are well-known to both parties, so I won’t repeat them here. Instead, I will focus on the reasons for my decision.

## **What I’ve decided – and why**

I’ve considered all the available evidence and arguments to decide what’s fair and reasonable in the circumstances of this complaint.

In 2021 Mrs K made a claim against an RSA buildings insurance policy for an escape of water. RSA accepted the claim. There have been several complaints about how the claim was handled, including one which our Service previously considered.

This decision considers matters between RSA’s final responses dated 25 May 2023 and 28 March 2024. If Mrs K is dissatisfied with other matters – such as her recent concern regarding wallpaper behind a radiator – those will need to be separate complaints.

The crux of Mrs K’s dissatisfaction is with the repairs RSA has completed. I will address each in turn, as well as the customer service Mrs K has received more generally. For ease of reading, I will do so in the same manner and order as the Investigator.

### Sofa bed

Mrs K says a sofa bed is dirty following it’s time in storage. She would like RSA to pay for it to be replaced. I haven’t seen any compelling evidence that the sofa cannot be made good. RSA has agreed to pay Mrs K £180 to have it cleaned. I find that appropriate and if Mrs K can show (with evidence) cleaning has/will fail, she can revert to RSA in the first instance.

### Cabinet

Mrs K says her cabinet was damaged following it’s time in storage. RSA reviewed this and arranged for a joiner to realign the door. Mrs K says this hasn’t worked and that the door needs replacing. I’ve haven’t seen any compelling evidence there remains a problem with the cabinet. RSA has offered £60 so Mrs K can have it reviewed further. I find that fair.

### Electricity

Mrs K says the repairs resulted in increased electricity usage, and she would like RSA to pay for this. RSA has said it will consider doing so, upon receipt of evidence of Mrs K’s electricity bills. Mrs K hasn’t provided these, saying she can’t get them from her supplier. I find RSA’s position on this matter fair as it can’t reasonably be expected to reimburse unknown costs.

### Insect infestation

Mrs K says since the claim, insects have been coming into the property. She thinks this is because the property wasn't properly dried out. She wants RSA to investigate. I find RSA's decision to decline this request a reasonable one. I say this because:

- Drying was initially completed in 2021 and my colleague was satisfied with RSA's evidence of sufficient drying in her 2022 final decision;
- The repairs were then mostly complete by late 2022 and repairs wouldn't ordinarily be undertaken if damp remained;
- Damp caused by a one-off event – here, an escape of water – would normally dry out as time passes. It's unclear how claimed-related damp remains; and
- Mrs K hasn't provided any compelling evidence that there is claim-related damp, or that the insects are claim-related.

### The flooring

As part of the claim, RSA replaced some flooring. Mrs K says, in brief, it is uneven and that RSA should pay for it to be taken up, for the subfloor to be levelled, and the flooring replaced. She has provided a quote for £13,500. RSA says, in brief, the subfloor is concrete, wasn't damaged by the escape of water, and various flooring specialists have reviewed the flooring and concluded it had been properly fitted.

I'm satisfied RSA has acted fairly here. I accept the subfloor was unlikely to have been damaged by the escape of water given its construction, meaning the uneven subfloor is most likely a pre-existing issue. The photographs Mrs K has provided don't appear to show any issues, and her quote says there is not a trip hazard or an issue with the floor fitting. And I'm persuaded by the conclusions of the specialists; that the floor has been properly fitted.

### Customer service

RSA recognised there were some avoidable delays and a lack of communication at times. The Investigator found the same, and I have too. It follows compensation is appropriate. RSA has apologised and offered Mrs K £150 compensation. I find that amount fairly and reasonably reflects the distress and inconvenience Mrs K was caused.

### **My final decision**

I uphold this complaint and require Royal & Sun Alliance Insurance Limited to do as it has offered by:

- Paying Mrs K £240 for the sofa bed and cabinet (if it hasn't ready done so); and
- Paying Mrs K £150 compensation.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 29 April 2025.

James Langford  
**Ombudsman**